

**CATEGORY II CONTRACT**

**UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE**

**Glen Canyon National Recreation Area**

**Bullfrog Medical Clinic**

**CONCESSION CONTRACT NO. CC-GLCA021-05**

Strata Medical, LLC  
501 South 12<sup>th</sup> Street  
Williams, Arizona 86046

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Covering the Period  
January 1, 2005 through December 31, 2014

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THIS CONTRACT is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the Intermountain Region, hereinafter referred to as the "Director," and Strata Medical, LLC, a limited liability company organized and existing under the laws of the State of Utah hereinafter referred to as the "Concessioner":

**WITNESSETH:**

**THAT WHEREAS**, Glen Canyon National Recreation Area is administered by the Director as a unit of the national park system to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such Area unimpaired for the enjoyment of future generations; and

**WHEREAS**, to accomplish these purposes, the Director has determined that certain visitor services are necessary and appropriate for the public use and enjoyment of the Area and should be provided for the public visiting the Area; and

**WHEREAS**, the Director desires the Concessioner to establish and operate these visitor services at reasonable rates under the supervision and regulation of the Director; and

**WHEREAS**, the Director desires the Concessioner to conduct these visitor services in a manner that demonstrates sound environmental management, stewardship, and leadership;

**NOW, THEREFORE**, pursuant to the authority contained in the Acts of August 25, 1916 (16 U.S.C. 1, 2-4), and November 13, 1998 (16 U.S.C. §§ 5951-5966, 112 Stat. 3503, Public Law 105-391), and other laws that supplement and amend the Acts, the Director and the Concessioner agree as follows:

## **SEC. 1. TERM OF CONTRACT**

This Concession Contract No. CC-GLCA021-05 ("CONTRACT") shall be effective as of January 1, 2005 and shall be for the term of ten (10) years until its expiration on December 31, 2014.

## **SEC. 2. DEFINITIONS**

The following terms used in this CONTRACT will have the following meanings, which apply to both the singular and the plural forms of the defined terms:

- (a) "Applicable Laws" means the laws of Congress governing the Area, including, but not limited to the rules, regulations, requirements and policies promulgated under those laws (e.g., 36 CFR Part 51), whether now in force, or amended, enacted or promulgated in the future, including, without limitation, federal, state and local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.
- (b) "Area" means the property within the boundaries of Glen Canyon National Recreation Area.
- (c) "Best Management Practices" or "BMPs" are policies and practices that apply the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances of the operations conducted under this CONTRACT. BMPs are expected to change from time to time as technology evolves with a goal of sustainability of the Concessioner's operations. Sustainability of operations refers to operations that have a restorative or net positive impact on the environment.
- (d) "Concession Facilities" shall mean all Area lands assigned to the Concessioner under this CONTRACT and all real property improvements assigned to the Concessioner under this CONTRACT. The United States retains title and ownership to all Concession Facilities.
- (e) "Days" shall mean calendar days.
- (f) "Director" means the Director of the National Park Service, acting on behalf of the Secretary of the Interior and the United States, and his duly authorized representatives.
- (g) "Exhibit" or "Exhibits" shall mean the various exhibits, which are attached to this CONTRACT, each of which is hereby made a part of this CONTRACT.
- (h) "Gross receipts" means the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this CONTRACT, including gross receipts of subconcessioners as herein defined, commissions earned on contracts or agreements with other persons or companies operating in the Area, and gross receipts earned from electronic media sales, but excluding:

- (1) intracompany earnings on account of charges to other departments of the operation (such as laundry);
- (2) charges for employees' meals, lodgings, and transportation;
- (3) cash discounts on purchases;
- (4) cash discounts on sales;
- (5) returned sales and allowances;
- (6) interest on money loaned or in bank accounts;
- (7) income from investments;
- (8) income from subsidiary companies outside of the Area;
- (9) sale of property other than that purchased in the regular course of business for the purpose of resale;
- (10) sales and excise taxes that are added as separate charges to sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid government agencies;
- (11) receipts from the sale of handicrafts that have been approved for sale by the Director as constituting authentic American Indian, Alaskan Native, Native Samoan, or Native Hawaiian handicrafts.

All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts. All revenues received from charges for in-room telephone or computer access shall be included in gross receipts.

- (i) "Gross receipts of subconcessioners" means the total amount received or realized by, or accruing to, subconcessioners from all sources, as a result of the exercise of the rights conferred by a subconcession contract. A subconcessioner will report all of its gross receipts to the Concessioner without allowances, exclusions, or deductions of any kind or nature.
- (j) "Subconcessioner" means a third party that, with the approval of the Director, has been granted by a concessioner rights to operate under a concession contract (or any portion thereof), whether in consideration of a percentage of revenues or otherwise.
- (k) "Superintendent" means the manager of the Area.

(l) "Visitor services" means the accommodations, facilities and services that the Concessioner is required and/or authorized to provide by Section 3(a) of this CONTRACT.

### **SEC. 3. SERVICES AND OPERATIONS**

#### **(a) Required and Authorized Visitor Services**

During the term of this CONTRACT, the Director requires and authorizes the Concessioner to provide the following visitor services for the public within the Area:

(1) Required Visitor Services. The Concessioner is required to provide the following visitor services during the term of this CONTRACT:

General medical treatment, including trauma treatment (emergency medical care, treatment for wounds and illness, first-aid treatment, and CPR).

(2) Authorized Visitor Services. The Concessioner is authorized but not required to provide the following visitor services during the term of this CONTRACT:

There are no authorized services under this CONTRACT.

#### **(b) Operation and Quality of Operation**

The Concessioner shall provide, operate and maintain the required and authorized visitor services and any related support facilities and services in accordance with this CONTRACT to such an extent and in a manner considered satisfactory by the Director. Except for any such items that may be provided to the Concessioner by the Director, the Concessioner shall provide the plant, personnel, equipment, goods, and commodities necessary for providing, operating and maintaining the required and authorized visitor services in accordance with this CONTRACT. The Concessioner's authority to provide visitor services under the terms of this CONTRACT is non-exclusive.

#### **(c) Operating Plan**

The Director, acting through the Superintendent, shall establish and revise, as necessary, specific requirements for the operations of the Concessioner under this CONTRACT in the form of an Operating Plan (including, without limitation, a risk management program, that must be adhered to by the Concessioner). The initial Operating Plan is attached to this CONTRACT as Exhibit A. The Director in his discretion, after consultation with the Concessioner, may make reasonable modifications to the initial Operating Plan that are in furtherance of the purposes of this CONTRACT and are not inconsistent with the terms and conditions of the main body of this CONTRACT.

**(d) Merchandise and Services**

(1) The Director reserves the right to determine and control the nature, type and quality of the visitor services described in this CONTRACT, including, but not limited to, the nature, type, and quality of merchandise, if any, to be sold or provided by the Concessioner within the Area.

(2) All promotional material, regardless of media format (i.e. printed, electronic, broadcast media), provided to the public by the Concessioner in connection with the services provided under this CONTRACT must be approved in writing by the Director prior to use. All such material will identify the Concessioner as an authorized Concessioner of the National Park Service, Department of the Interior.

**(e) Rates**

All rates and charges to the public by the Concessioner for visitor services shall be reasonable and appropriate for the type and quality of facilities and/or services required and/or authorized under this CONTRACT. The Concessioner's rates and charges to the public must be approved by the Director in accordance with Applicable Laws and guidelines promulgated by the Director from time to time.

**(f) Impartiality as to Rates and Services**

(1) Subject to Section (f)(2) and (f)(3), in providing visitor services, the Concessioner must require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner shall comply with all Applicable Laws relating to nondiscrimination in providing visitor services to the public including, without limitation, those set forth in Exhibit B.

(2) The Concessioner may grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted under this CONTRACT. However, the Director reserves the right to review and modify the Concessioner's complimentary or reduced rate policies and practices as part of its rate approval process.

(3) The Concessioner will provide Federal employees conducting official business reduced rates for lodging, essential transportation and other specified services necessary for conducting official business in accordance with guidelines established by the Director. Complimentary or reduced rates and charges shall otherwise not be provided to Federal employees by the Concessioner except to the extent that they are equally available to the general public.

**SEC. 4. CONCESSIONER PERSONNEL**

(a) The Concessioner shall provide all personnel necessary to provide the visitor services required and authorized by this CONTRACT.

(b) The Concessioner shall comply with all Applicable Laws relating to employment and employment conditions, including, without limitation, those set forth in Exhibit B.



(c) The Concessioner shall ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The Concessioner shall have its employees who come in direct contact with the public, so far as practicable, wear a uniform or badge by which they may be identified as the employees of the Concessioner.

(d) The Concessioner shall establish pre-employment screening, hiring, training, employment, termination and other policies and procedures for the purpose of providing visitor services through its employees in an efficient and effective manner and for the purpose of maintaining a healthful, law abiding, and safe working environment for its employees. The Concessioner shall conduct appropriate background reviews of applicants to whom an offer for employment may be extended to assure that they conform to the hiring policies established by the Concessioner.

(e) The Concessioner shall ensure that its employees are provided the training needed to provide quality visitor services and to maintain up-to-date job skills.

(f) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and shall take such actions as are necessary to correct the situation.

(g) The Concessioner shall maintain, to the greatest extent possible, a drug free environment, both in the workplace and in any Concessioner employee housing, within the Area.

(h) The Concessioner shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and in the Area, and specifying the actions that will be taken against employees for violating this prohibition. In addition, the Concessioner shall establish a drug-free awareness program to inform employees about the danger of drug abuse in the workplace and the Area, the availability of drug counseling, rehabilitation and employee assistance programs, and the Concessioner's policy of maintaining a drug-free environment both in the workplace and in the Area.

(i) The Concessioner shall take appropriate personnel action, up to and including termination or requiring satisfactory participation in a drug abuse or rehabilitation program which is approved by a Federal, State, or local health, law enforcement or other appropriate agency, for any employee that is found to be in violation of the prohibition on the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

## **SEC. 5. LEGAL, REGULATORY, AND POLICY COMPLIANCE**

### **(a) Legal, Regulatory and Policy Compliance**

This CONTRACT, operations thereunder by the Concessioner and the administration of it by the Director, shall be subject to all Applicable Laws. The Concessioner must comply with all Applicable Laws in fulfilling its obligations under this CONTRACT at the Concessioner's sole cost and expense. Certain Applicable Laws governing protection of the environment are further

described in this CONTRACT. Certain Applicable Laws relating to nondiscrimination in employment and providing accessible facilities and services to the public are further described in this CONTRACT.

**(b) Notice**

The Concessioner shall give the Director immediate written notice of any violation of Applicable Laws by the Concessioner, including its employees, agents or contractors, and, at its sole cost and expense, must promptly rectify any such violation.

**(c) How and Where to Send Notice**

All notices required by this CONTRACT shall be in writing and shall be served on the parties at the following addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices sent to the Director shall be sent to the following address:

Superintendent  
Glen Canyon National Recreation Area  
P.O. Box 1507  
Page, Arizona 86040-1507

Notices sent to the Concessioner shall be sent to the following address:

Strata Medical, LLC  
501 South 12<sup>th</sup> Street  
Williams, Arizona 86046  
Attention: Craig S. Humes, Managing Member

**SEC. 6. ENVIRONMENTAL AND CULTURAL PROTECTION**

**(a) Environmental Management Objectives**

The Concessioner shall meet the following environmental management objectives (hereinafter "Environmental Management Objectives") in the conduct of its operations under this CONTRACT:

- (1) The Concessioner, including its employees, agents and contractors, shall comply with all Applicable Laws pertaining to the protection of human health and the environment.
- (2) The Concessioner shall incorporate Best Management Practices (BMPs) in its operation, construction, maintenance, acquisition, provision of visitor services, and other activities under this CONTRACT.

**(b) Environmental Management Program**

(1) The Concessioner shall develop, document, implement, and comply fully with, to the satisfaction of the Director, a comprehensive written Environmental Management Program (EMP) to achieve the Environmental Management Objectives. The initial EMP shall be developed and submitted to the Director for approval within sixty days of the effective date of this CONTRACT. The Concessioner shall submit to the Director for approval a proposed updated EMP annually.

(2) The EMP shall account for all activities with potential environmental impacts conducted by the Concessioner or to which the Concessioner contributes. The scope and complexity of the EMP may vary based on the type, size and number of Concessioner activities under this CONTRACT.

(3) The EMP shall include, without limitation, the following elements:

(i) Policy. The EMP shall provide a clear statement of the Concessioner's commitment to the Environmental Management Objectives.

(ii) Goals and Targets. The EMP shall identify environmental goals established by the Concessioner consistent with all Environmental Management Objectives. The EMP shall also identify specific targets (i.e. measurable results and schedules) to achieve these goals.

(iii) Responsibilities and Accountability. The EMP shall identify environmental responsibilities for Concessioner employees and contractors. The EMP shall include the designation of an environmental program manager. The EMP shall include procedures for the Concessioner to implement the evaluation of employee and contractor performance against these environmental responsibilities.

(iv) Documentation. The EMP shall identify plans, procedures, manuals, and other documentation maintained by the Concessioner to meet the Environmental Management Objectives.

(v) Documentation Control and Information Management System. The EMP shall describe (and implement) document control and information management systems to maintain knowledge of Applicable Laws and BMPs. In addition, the EMP shall identify how the Concessioner will manage environmental information, including without limitation, plans, permits, certifications, reports, and correspondence.

(vi) Reporting. The EMP shall describe (and implement) a system for reporting environmental information on a routine and emergency basis, including providing reports to the Director under this CONTRACT.

(vii) Communication. The EMP shall describe how the environmental policy, goals, targets, responsibilities and procedures will be communicated throughout the Concessioner's organization.

(viii) Training. The EMP shall describe the environmental training program for the Concessioner, including identification of staff to be trained, training subjects, frequency of training and how training will be documented.

(ix) Monitoring, Measurement, and Corrective Action. The EMP shall describe how the Concessioner will comply with the EMP and how the Concessioner will self-assess its performance under the EMP, at least annually, in a manner consistent with NPS protocol regarding audit of NPS operations. The self-assessment should ensure the Concessioner's conformance with the Environmental Management Objectives and measure performance against environmental goals and targets. The EMP shall also describe procedures to be taken by the Concessioner to correct any deficiencies identified by the self-assessment.

**(c) Environmental Performance Measurement**

The Concessioner shall be evaluated by the Director on its environmental performance under this CONTRACT, including, without limitation, compliance with the approved EMP, on at least an annual basis.

**(d) Environmental Data, Reports, Notifications, and Approvals**

(1) Inventory of Hazardous Substances and Inventory of Waste Streams. The Concessioner shall submit to the Director, at least annually, an inventory of federal Occupational Safety and Health Administration (OSHA) designated hazardous chemicals used and stored in the Area by the Concessioner. The Director may prohibit the use of any OSHA hazardous chemical by the Concessioner in operations under this CONTRACT. The Concessioner shall obtain the Director's approval prior to using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this CONTRACT. The Concessioner shall also submit to the Director, at least annually, an inventory of all waste streams generated by the Concessioner under this CONTRACT. Such inventory shall include any documents, reports, monitoring data, manifests, and other documentation required by Applicable Laws regarding waste streams.

(2) Reports. The Concessioner shall submit to the Director copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies. The Concessioner shall also submit to the Director any environmental plans for which coordination with Area operations are necessary and appropriate, as determined by the Director in accordance with Applicable Laws.

(3) Notification of Releases. The Concessioner shall give the Director immediate written notice of any discharge, release or threatened release (as these terms are defined by Applicable Laws) within or at the vicinity of the Area, (whether solid, semi-solid, liquid or gaseous in nature) of any hazardous or toxic substance, material, or waste of any kind, including, without limitation, building materials such as asbestos, or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product.

(4) Notice of Violation. The Concessioner shall give the Director in writing immediate notice of any written threatened or actual notice of violation from other regulatory agencies of any Applicable Law arising out of the activities of the Concessioner, its agents or employees.

(5) Communication with Regulatory Agencies. The Concessioner shall provide timely written advance notice to the Director of communications, including without limitation, meetings, audits, inspections, hearings and other proceedings, between regulatory agencies and the Concessioner related to compliance with Applicable Laws concerning operations under this CONTRACT. The Concessioner shall also provide to the Director any written materials prepared or received by the Concessioner in advance of or subsequent to any such communications. The Concessioner shall allow the Director to participate in any such communications. The Concessioner shall also provide timely notice to the Director following any unplanned communications between regulatory agencies and the Concessioner.

**(e) Corrective Action**

(1) The Concessioner, at its sole cost and expense, shall promptly control and contain any discharge, release or threatened release, as set forth in this section, or any threatened or actual violation, as set forth in this section, arising in connection with the Concessioner's operations under this CONTRACT, including, but not limited to, payment of any fines or penalties imposed by appropriate agencies. Following the prompt control or containment of any release, discharge or violation, the Concessioner shall take all response actions necessary to remediate the release, discharge or violation, and to protect human health and the environment.

(2) Even if not specifically required by Applicable Laws, the Concessioner shall comply with directives of the Director to clean up or remove any materials, product or by-product used, handled, stored, disposed, or transported onto or into the Area by the Concessioner to ensure that the Area remains in good condition.

**(f) Indemnification and Cost Recovery for Concessioner Environmental Activities**

(1) The Concessioner shall indemnify the United States in accordance with Section 11 of this CONTRACT from all losses, claims, damages, environmental injuries, expenses, response costs, allegations or judgments (including, without limitation, fines and penalties) and expenses (including, without limitation, attorneys fees and experts' fees) arising out of the activities of the Concessioner, its employees, agents and contractors pursuant to this section. Such indemnification shall survive termination or expiration of this CONTRACT.

(2) If the Concessioner does not promptly contain and remediate an unauthorized discharge or release arising out of the activities of the Concessioner, its employees, agents and contractors, as set forth in this section, or correct any environmental self-assessment finding of non-compliance, in full compliance with Applicable Laws, the Director may, in its sole discretion and after notice to the Concessioner, take any such action consistent with Applicable Laws as the Director deems necessary to abate, mitigate, remediate, or otherwise respond to such release or discharge, or take corrective action on the environmental self-assessment finding. The Concessioner shall be liable for and shall pay to the Director any costs of the Director associated with such action upon

demand. Nothing in this section shall preclude the Concessioner from seeking to recover costs from a responsible third party.

**(g) Weed and Pest Management**

The Concessioner shall be responsible for managing weeds, and through an integrated pest management program, harmful insects, rats, mice and other pests on Concession Facilities assigned to the Concessioner under this CONTRACT. All such weed and pest management activities shall be in accordance with Applicable Laws and guidelines established by the Director.

**(h) Protection of Cultural and Archeological Resources**

The Concessioner shall ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner, including the Concessioner's employees, agents and contractors, except in accordance with Applicable Laws, and only with the prior approval of the Director. Discoveries of any archeological resources by the Concessioner shall be promptly reported to the Director. The Concessioner shall cease work or other disturbance which may impact any protected site or archeological resource until the Director grants approval, upon such terms and conditions as the Director deems necessary, to continue such work or other disturbance.

**SEC. 7. INTERPRETATION OF AREA RESOURCES**

**(a) Concessioner Obligations**

- (1) The Concessioner shall provide all visitor services in a manner that is consistent with and supportive of the interpretive themes, goals and objectives of the Area as reflected in Area planning documents, mission statements and/or interpretive prospectuses.
- (2) The Concessioner may assist in Area interpretation at the request of the Director to enhance visitor enjoyment of the Area. Any additional visitor services that may result from this assistance must be recognized in writing through written amendment of Section 3 of this CONTRACT.
- (3) The Concessioner is encouraged to develop interpretive materials or means to educate visitors about environmental programs or initiatives implemented by the Concessioner.

**(b) Director Review of Content**

The Concessioner must submit the proposed content of any interpretive programs, exhibits, displays or materials, regardless of media format (i.e. printed, electronic, or broadcast media), to the Director for review and approval prior to offering such programs, exhibits, displays or materials to Area visitors.

## **SEC. 8. CONCESSION FACILITIES USED IN OPERATION BY THE CONCESSIONER**

### **(a) Assignment of Concession Facilities**

(1) The Director hereby assigns Concession Facilities as described in Exhibit C to the Concessioner for the purposes of this CONTRACT. The Concessioner shall not be authorized to construct any Capital Improvements (as defined in Applicable Laws including without limitation 36 CFR Part 51) upon Area lands. The Concessioner shall not obtain a Leasehold Surrender Interest or other compensable interest in Capital Improvements constructed or installed in violation of this CONTRACT.

(2) The Director shall from time to time amend Exhibit C to reflect changes in Concession Facilities assigned to the Concessioner.

### **(b) Concession Facilities Withdrawals**

The Director may withdraw all or portions of these Concession Facilities assignments at any time during the term of this CONTRACT if:

- (1) the withdrawal is necessary for the purpose of conserving, preserving or protecting Area resources or visitor enjoyment or safety;
- (2) the operations utilizing the assigned Concession Facilities have been terminated or suspended by the Director; or
- (3) land or real property improvements assigned to the Concessioner are no longer necessary for the concession operation.

### **(c) Effect of Withdrawal**

Any permanent withdrawal of assigned Concession Facilities which the Director or the Concessioner considers to be essential for the Concessioner to provide the visitor services required by this CONTRACT will be treated as a termination of this CONTRACT pursuant to Section 15. No compensation is due the Concessioner in these circumstances.

### **(d) Right of Entry**

The Director shall have the right at any time to enter upon or into the Concession Facilities assigned to the Concessioner under this CONTRACT for any purpose he may deem necessary for the administration of the Area.

### **(e) Personal Property**

(1) Personal Property Provided by the Concessioner. The Concessioner shall provide all personal property, including without limitation removable equipment, furniture and goods,

necessary for its operations under this CONTRACT, unless such personal property is provided by the Director as set forth in subsection (e)(2).

(2) Personal Property Provided by the Government. The Director may provide certain items of government personal property, including without limitation removable equipment, furniture and goods, for the Concessioner's use in the performance of this CONTRACT. The Director hereby assigns government personal property listed in Exhibit D to the Concessioner as of the effective date of this CONTRACT. This Exhibit D will be modified from time to time by the Director as items may be withdrawn or additional items added. The Concessioner shall be accountable to the Director for the government personal property assigned to it and shall be responsible for maintaining the property as necessary to keep it in good and operable condition. If the property ceases to be serviceable, it shall be returned to the Director for disposition.

**(f) Condition of Concession Facilities**

The Concessioner has inspected the Concession Facilities and any assigned government personal property, is thoroughly acquainted with their condition, and accepts the Concession Facilities, and any assigned government personal property, "as is."

**(g) Utilities**

(1) The Director may provide utilities to the Concessioner for use in connection with the operations required or authorized hereunder when available and at rates to be determined in accordance with Applicable Laws.

(2) If the Director does not provide utilities to the Concessioner, the Concessioner shall, with the written approval of the Director and under any requirements that the Director shall prescribe, secure necessary utilities at its own expense from sources outside the Area.

**SEC. 9. MAINTENANCE**

**(a) Maintenance Obligation**

Subject to the limitations set forth in Section 8(a)(1) of this CONTRACT, the Concessioner shall be solely responsible for maintenance, repairs, housekeeping, and groundskeeping for all Concession Facilities to the satisfaction of the Director.

**(b) Maintenance Plan**

For these purposes, the Director, acting through the Superintendent, shall undertake appropriate inspections, and shall establish and revise, as necessary, a Maintenance Plan consisting of specific maintenance requirements which shall be adhered to by the Concessioner. The initial Maintenance Plan is set forth in Exhibit E. The Director in his discretion may make reasonable modifications to the Maintenance Plan from time to time after consultation with the Concessioner. Such modifications shall be in furtherance of the purposes of this CONTRACT



and shall not be inconsistent with the terms and conditions of the main body of this CONTRACT.

## **SEC. 10. FEES**

### **(a) Franchise Fee**

(1) For the term of this CONTRACT, the Concessioner shall pay to the Director for the privileges granted under this CONTRACT a franchise fee equal to zero percent (0.0%) of the Concessioner's gross receipts for the preceding year or portion of a year.

(2) Neither the Concessioner nor the Director shall have a right to an adjustment of the fees except as provided below. The Concessioner has no right to waiver of the fee under any circumstances.

### **(b) Payments Due**

(1) The franchise fee shall be due on a monthly basis at the end of each month and shall be paid by the Concessioner in such a manner that the Director shall receive payment within fifteen (15) days after the last day of each month that the Concessioner operates. This monthly payment shall include the franchise fee equal to the specified percentage of gross receipts for the preceding month.

(2) The Concessioner shall pay any additional fee amounts due at the end of the operating year as a result of adjustments at the time of submission of the Concessioner's Annual Financial Report. Overpayments shall be offset against the following year's fees. In the event of termination or expiration of this CONTRACT, overpayments will first be offset against any amounts due and owing the Government, and the remainder will be paid to the Concessioner.

(3) All franchise fee payments consisting of \$10,000 or more, shall be deposited electronically by the Concessioner using the Treasury Financial Communications System.

### **(c) Interest**

An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for above. The percent of interest charged will be based on the current value of funds to the United States Treasury as published quarterly in the Treasury Fiscal Requirements Manual. The Director may also impose penalties for late payment to the extent authorized by Applicable Law.

## **SEC. 11. INDEMNIFICATION AND INSURANCE**

### **(a) Indemnification**

The Concessioner agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend and indemnify the United States of America, its agents and employees from and

against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Concessioner, its employees, agents or contractors under this CONTRACT. This indemnification shall survive the termination or expiration of this CONTRACT.

**(b) Insurance in General**

(1) The Concessioner shall obtain and maintain during the entire term of this CONTRACT at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of this CONTRACT as determined by the Director. The initial insurance requirements are set forth below and in Exhibit F. Any changed or additional requirements that the Director determines necessary must be reasonable and consistent with the types and coverage amounts of insurance a prudent businessperson would purchase in similar circumstances. The Director shall approve the types and amounts of insurance coverage purchased by the Concessioner.

(2) The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(3) At the request of the Director, the Concessioner shall at the time insurance is first purchased and annually thereafter, provide the Director with a Certificate of Insurance that accurately details the conditions of the policy as evidence of compliance with this section. The Concessioner shall provide the Director immediate written notice of any material change in the Concessioner's insurance program hereunder, including without limitation, cancellation of any required insurance coverages.

**(c) Commercial Public Liability**

(1) The Concessioner shall provide commercial general liability insurance against claims arising out of or resulting from the acts or omissions of the Concessioner or its employees, agents or contractors, in carrying out the activities and operations required and/or authorized under this CONTRACT.

(2) This insurance shall be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this CONTRACT, as more specifically set forth in Exhibit F. Furthermore, the commercial general liability package shall provide no less than the coverages and limits described in Exhibit F.

(3) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America and shall provide that the United States of America is named an additional insured.

(4) From time to time, as conditions in the insurance industry warrant, the Director may modify Exhibit F to revise the minimum required limits or to require additional types of insurance, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

**(d) Property Insurance**

(1) In the event of damage or destruction, the Concessioner will repair or replace those Concession Facilities and personal property utilized by the Concessioner in the performance of the Concessioner's obligations under this CONTRACT.

(2) For this purpose, the Concessioner shall provide fire and extended insurance coverage on Concession Facilities for all or part of their replacement cost as specified in Exhibit F in amounts no less than the Director may require during the term of the CONTRACT. The minimum values currently in effect are set forth in Exhibit F.

(3) Commercial property insurance shall provide for the Concessioner and the United States of America to be named insured as their interests may appear.

(4) In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concession Facilities and/or personal property utilized in the Concessioner's operations under this CONTRACT, as directed by the Director. Policies may not contain provisions limiting insurance proceeds to in situ replacement. The lien provision of Section 12 shall apply to such insurance proceeds. The Concessioner shall not be relieved of its obligations under subsection (d)(1) because insurance proceeds are not sufficient to repair or replace damaged or destroyed property.

(5) Insurance policies that cover Concession Facilities shall contain a loss payable clause approved by the Director which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States. The use of insurance proceeds for repair or replacement of Concession Facilities will not alter their character as properties of the United States and, notwithstanding any provision of this CONTRACT to the contrary, the Concessioner shall gain no ownership, Leasehold Surrender Interest (as defined in Applicable Laws including without limitation 36 CFR Part 51) or other compensable interest as a result of the use of these insurance proceeds.

(6) The commercial property package shall include the coverages and amounts described in Exhibit F.

**SEC. 12. BONDS AND LIENS****(a) Bonds**

The Director may require the Concessioner to furnish appropriate forms of bonds in amounts reasonable in the circumstances and acceptable to the Director, in order to ensure faithful performance of the Concessioner's obligations under this CONTRACT.

**(b) Lien**

As additional security for the faithful performance by the Concessioner of its obligations under this CONTRACT, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe any such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the Area, including, but not limited to, all personal property of the Concessioner used in performance of the CONTRACT hereunder within the Area.

**SEC. 13. ACCOUNTING RECORDS AND REPORTS****(a) Accounting System**

(1) The Concessioner shall maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. Such accounting system shall be capable of providing the information required by this CONTRACT, including but not limited to the Concessioner's repair and maintenance obligations. The Concessioner's system of accounts classification shall be directly related to the Concessioner Annual Financial Report Form issued by the Director.

(2) If the Concessioner's annual gross receipts are \$250,000 or more, the Concessioner must use the accrual accounting method.

(3) In computing net profits for any purposes of this CONTRACT, the Concessioner shall keep its accounts in such manner that there can be no diversion or concealment of profits or expenses in the operations authorized under this CONTRACT by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

**(b) Annual Financial Report**

(1) The Concessioner shall submit annually as soon as possible but not later than one hundred twenty (120) days after the last day of its fiscal year a financial statement for the preceding fiscal year or portion of a year as prescribed by the Director ("Concessioner Annual Financial Report").

(2) If the annual gross receipts of the Concessioner are in excess of \$1,000,000, the financial statements shall be audited by an independent Certified Public Accountant in accordance with

Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

(3) If annual gross receipts are between \$250,000, and \$1,000,000, the financial statements shall be reviewed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

(4) If annual gross receipts are less than \$250,000, the financial statements may be prepared without involvement by an independent Certified Public Accountant, unless otherwise directed by the Director.

**(c) Other Financial Reports**

Balance Sheet. Within ninety (90) days of the execution of this CONTRACT or its effective date, whichever is later, the Concessioner shall submit to the Director a balance sheet as of the beginning date of the term of this CONTRACT. The balance sheet shall be audited or reviewed, as determined by the annual gross receipts, by an independent Certified Public Accountant.

**SEC. 14. OTHER REPORTING REQUIREMENTS**

The following describes certain other reports required under this CONTRACT:

**(a) Insurance Certification**

As specified in Section 11, the Concessioner shall, at the request of the Director, provide the Director with a Certificate of Insurance for all insurance coverages related to its operations under this CONTRACT. The Concessioner shall give the Director immediate written notice of any material change in its insurance program, including without limitation, any cancellation of required insurance coverages.

**(b) Environmental Reporting**

The Concessioner shall submit environmental reports as specified in Section 6 of this CONTRACT, and as otherwise required by the Director under the terms of this CONTRACT.

**(c) Miscellaneous Reports and Data**

The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the CONTRACT or otherwise, including, but not limited to, operational information.

## **SEC. 15. SUSPENSION, TERMINATION, OR EXPIRATION**

### **(a) Suspension**

The Director may temporarily suspend operations under this CONTRACT in whole or in part in order to protect Area visitors or to protect, conserve and preserve Area resources. No compensation of any nature shall be due the Concessioner by the Director in the event of a suspension of operations, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the suspension.

### **(b) Termination**

(1) The Director may terminate this CONTRACT at any time in order to protect Area visitors, protect, conserve, and preserve Area resources, or to limit visitor services in the Area to those that continue to be necessary and appropriate.

(2) The Director may terminate this CONTRACT if the Director determines that the Concessioner has materially breached any requirement of this CONTRACT, including, but not limited to, the requirement to maintain and operate visitor services to the satisfaction of the Director, the requirement to provide only those visitor services required or authorized by the Director pursuant to this CONTRACT, the requirement to pay the established franchise fee, the requirement to prepare and comply with an Environmental Management Program and the requirement to comply with Applicable Laws.

(3) In the event of a breach of the CONTRACT, the Director will provide the Concessioner an opportunity to cure by providing written notice to the Concessioner of the breach. In the event of a monetary breach, the Director will give the Concessioner a fifteen (15) day period to cure the breach. If the breach is not cured within that period, then the Director may terminate the CONTRACT for default. In the event of a nonmonetary breach, if the Director considers that the nature of the breach so permits, the Director will give the Concessioner thirty (30) days to cure the breach, or to provide a plan, to the satisfaction of the Director, to cure the breach over a specified period of time. If the breach is not cured within this specified period of time, the Director may terminate the CONTRACT for default. Notwithstanding this provision, repeated breaches (two or more) of the same nature shall be grounds for termination for default without a cure period. In the event of a breach of any nature, the Director may suspend the Concessioner's operations as appropriate in accordance with Section 15(a).

(4) The Director may terminate this CONTRACT upon the filing or the execution of a petition in bankruptcy by or against the Concessioner, a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, an assignment by the Concessioner for the benefit of creditors, a petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this CONTRACT or any part thereof upon execution, attachment or other process of law or equity. The Director may terminate this CONTRACT if the Director determines that the Concessioner is unable to perform the terms of CONTRACT due to bankruptcy or insolvency.

(5) Termination of this CONTRACT for any reason shall be by written notice to the Concessioner.

**(c) Notice of Bankruptcy or Insolvency**

The Concessioner must give the Director immediate notice (within five (5) days) after the filing of any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, or making any assignment for the benefit of creditors. The Concessioner must also give the Director immediate notice of any petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this CONTRACT or any part thereof upon execution, attachment or other process of law or equity. For purposes of the bankruptcy statutes, NPS considers that this CONTRACT is not a lease but an executory contract exempt from inclusion in assets of Concessioner pursuant to 11 U.S.C. 365.

**(d) Requirements in the Event of Termination or Expiration**

(1) In the event of termination of this CONTRACT for any reason or expiration of this CONTRACT, no compensation of any nature shall be due the Concessioner in the event of a termination or expiration of this CONTRACT, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the termination.

(2) Upon termination of this CONTRACT for any reason, or upon its expiration, and except as otherwise provided in this section, the Concessioner shall, at the Concessioner's expense, promptly vacate the Area, remove all of the Concessioner's personal property, repair any injury occasioned by installation or removal of such property, and ensure that Concession Facilities are in at least as good condition as they were at the beginning of the term of this CONTRACT, reasonable wear and tear excepted. The removal of such personal property must occur within thirty (30) days after the termination of this CONTRACT for any reason or its expiration (unless the Director in particular circumstances requires immediate removal). No compensation is due the Concessioner from the Director or a successor concessioner for the Concessioner's personal property used in operations under this CONTRACT. However, the Director or a successor concessioner may purchase such personal property from the Concessioner subject to mutually agreed upon terms. Personal property not removed from the Area by the Concessioner in accordance with the terms of this CONTRACT shall be considered abandoned property subject to disposition by the Director, at full cost and expense of the Concessioner, in accordance with Applicable Laws. Any cost or expense incurred by the Director as a result of such disposition may be offset from any amounts owed to the Concessioner by the Director to the extent consistent with Applicable Laws.

(3) Prior to and upon the expiration or termination of this CONTRACT for any reason, and, in the event that the Concessioner is not to continue the operations authorized under this CONTRACT after its expiration or termination, the Concessioner shall comply with all

applicable requirements of Exhibit G to this CONTRACT, "Transition to New Concessioner." This Section and Exhibit G shall survive the expiration or termination of this CONTRACT.

#### **SEC. 16. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS**

(a) This CONTRACT is subject to the requirements of Applicable Laws, including, without limitation, 36 CFR Part 51, with respect to proposed assignments and encumbrances, as those terms are defined by Applicable Laws. Failure by the Concessioner to comply with Applicable Laws is a material breach of this CONTRACT for which the Director may terminate this CONTRACT for default. The Director shall not be obliged to recognize any right of any person or entity to an interest in this CONTRACT of any nature or operating rights under this CONTRACT, if obtained in violation of Applicable Laws.

(b) The Concessioner shall advise any person(s) or entity proposing to enter into a transaction which may be subject to Applicable Laws, including without limitation, 36 CFR Part 51, of the requirements of Applicable Law and this CONTRACT.

#### **SEC. 17. GENERAL PROVISIONS**

(a) The Director and Comptroller General of the United States, or any of their duly authorized representatives, shall have access to the records of the Concessioner as provided by the terms of Applicable Laws.

(b) All information required to be submitted to the Director by the Concessioner pursuant to this CONTRACT is subject to public release by the Director to the extent provided by Applicable Laws.

(c) Subconcession or other third party agreements, including management agreements, for the provision of visitor services required and/or authorized under this CONTRACT are not permitted.

(d) The Concessioner is not entitled to be awarded or to have negotiating rights to any Federal procurement or service contract by virtue of any provision of this CONTRACT.

(e) Any and all taxes or assessments of any nature that may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(f) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this CONTRACT or to any benefit that may arise from this CONTRACT but this restriction shall not be construed to extend to this CONTRACT if made with a corporation or company for its general benefit.

(g) This CONTRACT is subject to the provisions of 43 CFR, Subtitle A, Subpart D, concerning nonprocurement debarment and suspension. The Director may recommend that the



Concessioner be debarred or suspended in accordance with the requirements and procedures described in those regulations, as they are effective now or may be revised in the future.

(h) This CONTRACT contains the sole and entire agreement of the parties. No oral representations of any nature form the basis of or may amend this CONTRACT. This CONTRACT may be extended, renewed or amended only when agreed to in writing by the Director and the Concessioner.

(i) This CONTRACT does not grant rights or benefits of any nature to any third party.

(j) The invalidity of a specific provision of this CONTRACT shall not affect the validity of the remaining provisions of this CONTRACT.

(k) Waiver by the Director or the Concessioner of any breach of any of the terms of this CONTRACT by the other party shall not be deemed to be a waiver or elimination of such term, nor of any subsequent breach of the same type, nor of any other term of the CONTRACT. The subsequent acceptance of any payment of money or other performance required by this CONTRACT shall not be deemed to be a waiver of any preceding breach of any term of the CONTRACT.

(l) Claims against the Director (to the extent subject to 28 U.S.C. 2514) arising from this CONTRACT shall be forfeited to the Director by any person who corruptly practices or attempts to practice any fraud against the United States in the proof, statement, establishment, or allowance thereof within the meaning of 28 U.S.C. 2514.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this

CONTRACT as of the 12<sup>th</sup> day of May, 2005.

**CONCESSIONER**

BY

(Title) Managing Member  
Strata Medical, LLC Strata Medical

**UNITED STATES OF AMERICA**

BY

JL Weneb for Mike Snyder  
Director  
National Park Service

**LIMITED LIABILITY COMPANY**

ATTEST:

BY:

Sharon L. Otis RA  
TITLE: CFO Strata Medical

**EXHIBIT A****OPERATING PLAN****Glen Canyon National Recreation Area  
Bullfrog Medical Clinic****TABLE OF CONTENTS**

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## **I. INTRODUCTION**

This Operating Plan between Strata Medical, LLC (hereinafter referred to as the "Concessioner") and Glen Canyon National Recreation Area, National Park Service (hereinafter referred to as the "Park") will serve as a supplement to Concession Contract No. CC-GLCA021-05 (hereinafter referred to as the "Contract"). It describes specific operating responsibilities of the Concessioner and the Park with regard to those lands and Concession Facilities within Glen Canyon National Recreation Area that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent of Glen Canyon National Recreation Area in consultation with the Concessioner and revised as determined necessary by the Superintendent.

Any revisions will be consistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

## **II. MANAGEMENT, ORGANIZATION AND RESPONSIBILITIES**

### **A. CONCESSIONER**

1. The Concessioner will direct this concession operation. The Concessioner will employ an on-site manager, who carries out the policies and directives of the Park as well as those of the Concessioner in the operation of the required and/or authorized Concession Facilities and services in the Park. To achieve an effective and efficient working relationship between the Concessioner and the Park, the Concessioner must designate one representative who has full authority to act as a liaison in all concession administrative/operational matters within the Park.

2. The medical service coordinator will employ a staff with the expertise and proper certification to operate all services required and/or authorized under the Contract.

3. The on-site office manager will furnish the Park with an initial list identifying key concession management and supervisory personnel and their job titles, with updates as changes occur.

### **B. PARK**

1. The Superintendent manages the total Park operation, including concession operations. The Superintendent carries out the policies and directives of the National Park Service, including management of concessioner contractors. Through Park representatives, the Superintendent reviews, supervises, and coordinates concession activities related to the Park.

Monitoring Contract compliance includes evaluating all concession operations and services, and reviewing and authorizing all rates, and improvements to Concession Facilities.

2. The Chief of Business Management is responsible for supervising the

concession management activities within the Park.

The Business Management Division coordinates the functions of other Park divisions relating to concession operations. The Chief makes recommendations on all aspects of the concession operation to the Superintendent. He/she ensures necessary evaluations and inspections are performed, including those required by the United States Public Health Service (USPHS), Park Safety Officer or other Park representative (including fire inspections), and the Concessioner Review Program. The Chief ensures all concession rates are approved based upon applicable guidelines. He/she has authority from the Superintendent to make field decisions, which pertain to the concessions operation, and acts as liaison between the Concessioner and Superintendent.

3. Concessions Management Specialist(s) review and coordinate the Concessioner's day-to-day activities; operational and maintenance activities; rate, service, and schedule changes; equal employment opportunity and affirmative action plans; advertisements; annual financial reports; insurance coverage; and any other Contract requirements.

### **III. CONCESSION OPERATIONS**

The operation of accommodations, Concession Facilities, and services required and/or authorized by the Contract will conform to the evaluation standards set forth in the National Park Service Concessioner Review Program and with this Operating Plan.

#### **A. OPERATIONAL EVALUATIONS**

1. The Park and the Concessioner will separately inspect and monitor Concession Facilities and services with respect to National Park Service policy, applicable standards, authorized rates, safety, public health, environmental management, impacts on cultural and natural resources, and visitor concerns and reactions. Appropriate Park staff will evaluate Concession Facilities and services to ensure satisfactory services are provided for the public in accordance with the Contract.

2. The Superintendent's representative(s), normally the Uplake Concessions Management Specialist, will conduct periodic inspections of Concession Facilities and services to ensure conformance to established operational standards set forth in the National Park Service Concessioner Review Program. The office manager will be contacted at the time of evaluations so that a representative of the Concessioner can accompany the Park evaluator.

3. The Park's Safety Officer or other Park representative may conduct at least one annual comprehensive safety and occupational health evaluation.

4. The Park reserves the right, in accordance with the Contract, to enter Concession Facilities at any reasonable time for any inspection or when otherwise deemed necessary.

5. The Concessioner must be responsive to dates assigned for correction of deficiencies and abatement plans for correction of identified deficiencies. The Concessioner will meet with Park officials to schedule and prioritize correction of deficiencies and improvement programs resulting from these inspections.

## **B. RATES**

1. **Rate Determination.** It is the objective of the Park to ensure that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. Reasonableness of rates will be judged based upon the "Concession Management Rate Approval Guide." Rate approval methods are subject to change. The currently approved rate method is comparability for all services.

2. The Concessioner will submit written requests for rate increases at least 45 days prior to anticipated implementation date. Requests for rate changes will be processed as expeditiously as possible. Should special conditions require a quicker than normal response, the Concessioner will clearly explain these conditions in writing in the request.

3. Such requests will include pertinent information about the rate or service proposed.

4. The Park will approve, disapprove, or adjust rates and will inform the Concessioner of the reason for any disapproval or adjustment within 45 days of the rate request submittal. If the Concessioner requests a quicker response, the Park will attempt to accommodate this request; however, this will not be normal procedure. If a longer response period is needed, the Park will contact the Concessioner and negotiate a response date.

5. The Concessioner will prominently post the rate for the minimum fee for medical services provided to the visiting public.

## **C. SCHEDULE OF OPERATION**

The Concessioner will provide the services required and/or authorized by the Contract on a season basis with the following minimum hours of operation:

Mid-October through beginning of May – CLOSED.

Beginning of May through mid-October hours of operation will be from 9:30 a.m. to 6:00 p.m., seven days a week. On-call is offered an additional seven and one-half hour. On-call hours will be from 7:00 a.m. to 9:30 a.m. and 6:00 p.m. to 11:00 p.m., seven days a week. In addition, it is understood that the clinic staff may (not will) be called out by Park staff between 11:00 p.m. and 7:00 a.m. as necessary for an emergency situation.

There will be a Physician's Assistant or Nurse Practitioner in the Bullfrog area at all times. When a Physician's Assistant or Nurse Practitioner is going to be late arriving in the area the Park must be notified to cover in any emergency.

The hours of operation will include time that the Concessioner's employees will be eating their noon and evening meals, therefore, the clinic will be open continuously from 9:30 a.m. to 6:00 p.m. These hours of operation will remain in effect and be adhered to unless changes are requested in writing and approved by the Superintendent.

The Physician's Assistant or Nurse Practitioner may not be permitted to respond to any calls outside of the clinic facility unless another Physician's Assistant or Nurse Practitioner is covering clinic responsibilities. The first and most critical need and responsibility is to cover the clinic.

#### **D. STAFFING AND EMPLOYMENT**

##### **1. Concessioner Hiring**

a. The Concessioner will hire sufficient employees to ensure satisfactory services are provided during the operating schedule listed above. During holiday weekends, i.e., Memorial Day, 4<sup>th</sup> of July, and Labor Day the Concessioner will have at least two Physician's Assistants or Nurse Practitioners on duty.

b. The Concessioner will attempt to offer its employees a full workweek whenever possible. Prior to employment, the Concessioner will inform employees of the possibility that less-than-full-time employment may occur during slow periods.

c. The Concessioner will establish hiring policies, which will include appropriate background reviews of applicants for employment. The Concessioner will not hire any person known to have an outstanding warrant for arrest and will make reasonable efforts to secure this information prior to hiring new employees.

d. The Concessioner will ensure that only qualified, licensed, and certified Physician's Assistants and/or Nurse Practitioners are hired to prescribe or dispense medicines.

##### **2. Employee/Staffing Practices**

Employees dealing with the general public will wear uniforms or standardized clothing with personal nametag. Employees will project a hospitable, friendly, helpful, positive attitude, be capable and willing to answer visitors' questions, and provide visitor assistance.

##### **3. Park Employees and Families**

The Concessioner will not employ in any status a Park employee, his/her spouse, or minor children without the Superintendent's written approval. Prospectus employees must submit a written request to the Superintendent. The Concessioner will not employ in any status the spouse or children of the Superintendent, Assistant Superintendent, Chief of Business Management, Concessions Management Specialists, Concessions Management Assistant, Safety Officer, or Public Health Sanitarian.

#### **IV. SCOPE AND QUALITY OF SERVICE**

All services are to be provided in a consistent and quality manner. National Park Service standards provided by the National Park Service Concessioner Review Program are considered service minimums. The Concessioner will be responsible for monitoring their operations to assure that quality standards are met.

##### **A. GENERAL MEDICAL TREATMENT**

The Concessioner is required to provide general medical treatment, including trauma treatment. Services include emergency medical care, treatment for wounds and illness, first-aid treatment, and CPR.

**B. OTHER CLINIC USES**

1. The Park's Emergency Medical Technicians will be allowed to use the clinic facilities during times when the clinic is closed either after normal office hours and during the off-season when the clinic is closed.

2. The Concessioner may allow the Kane County Women, Infant, and Children's Program personnel to use a room in the clinic one day a month for baby and small children checkups for the families that live in the area.

**V. REPORTS****A. CONCESSIONER****1. Reports Required by the Contract**

Annual Financial Report	120 days after end of each fiscal year
Certificate of Insurance	As Required
Patient Statistics	30-days after each operating season, broken down by month, types of injuries, how patient left area, i.e., helicopter, fixed wing, vehicle.
Hazardous Medical Waste	30-days after each operating season, with type and amount of waste and how disposed.

**2. Pre-Authorized Debit (PAD) System**

The U.S. Treasury Pre-Authorized Debit (PAD) system is in place. All payments due to the Park will be made through electronic funds transfers via the U.S. Treasury PAD system. The amount due the Park by the Concessioner will be submitted on a standard form to the Glen Canyon National Recreation Area Budget Office by the [to be determined date] of each month. The payer's designated bank account will be debited on the [to be determined date] of each month or the first business day thereafter.

For utilities, the Concessioner will be given approximately two weeks to review the billing statement. The Park will then debit the Concessioner's designated bank account on the date listed on the statement. For rent of quarters, the Park will debit the Concessioner's account on the [to be determined date] of each month or the first business day thereafter.

**B. PARK**

Annual Review of Utility Rates: Operating costs for utility services will be reviewed annually (at end of each operating season) and the Concessioner will be notified in writing of any changes for the upcoming year.

## **VI. UTILITY RESPONSIBILITY**

Water: The Concessioner will pay the Park \$30 per month during the operating season.

Sewer: (Included in water service).

Electricity: The Concessioner will pay the Park 20% of the electricity used in the Visitor Center building during the operating season.

Propane: The Concessioner will pay the Park 20% of the propane used in the Visitor Center building during the operating season.

Solid Waste: The Concessioner will not be responsible for paying for solid waste removal.

Telephone: The Concessioner, at its own expense, will provide telephone service within the assigned area of the government-owned facility and in the employee housing.

## **VII. CONCESSIONER RISK MANAGEMENT PROGRAM**

It is the responsibility of the Concessioner to provide a safe and healthful environment for all employees and visitors. This requirement applies to facilities, equipment, and services provided by the Concessioner under their Contract. The service provided will be inspected for readily apparent safety deficiencies during periodic concession evaluations. Examples of such deficiencies include, but are not limited to: tripping hazards, blocked fire exits, and other obvious hazards. Observations will be fully explained in the narrative section of the evaluation report. The deficiencies noted will affect the rating for the facility being inspected. Additionally, safety observations from all periodic concession evaluations during a given year will be a contributing factor in determining the safety component of the Concessioner's annual evaluation rating.

## **VIII. CONCESSIONER ENVIRONMENTAL MANAGEMENT PROGRAM**

It is the responsibility of the Concessioner to protect, conserve, and preserve resources of the Park and comply with all applicable laws pertaining to the protection of human health and the environment as outlined in the Contract, Section 6, Environmental and Cultural Protection.

### **A. GENERAL MEDICAL WASTES MANAGEMENT**

Medical wastes include culture and stocks of infectious agents, human pathological wastes (e.g., tissues, body parts), human blood and blood products, used sharps (e.g., hypodermic needles and syringes used in animal or human patient care), certain animal wastes, certain isolation wastes (e.g., waste from patients with highly communicable diseases), and unused sharps (e.g., suture needles, scalpel blades, hypodermic needles). The Concessioner will conduct operations to ensure proper handling, tracking, and disposal of medical wastes. The Concessioner will conduct operations to manage general medical waste to minimize contact with medical wastes by workers, handlers, and the public. The Concessioner will properly segregate, package, label, mark, and store medical wastes before they are shipped to another site for treatment, destruction, or disposal.



## **B. HAZARDOUS MATERIALS AND WASTE MANAGEMENT**

The Concessioner will conduct operations for the management, handling, and storage of hazardous materials and wastes used in the Park.

Wastes from concession operations should be recycled and the Park's recycling program used as much as possible. Materials to be recycled include but may not be limited to paper, aluminum, and plastic.

## **C. INTEGRATED PEST MANAGEMENT**

The control of pests by chemical and other means is subject to Park approval. Specific problems can be referred to the Park's Integrated Pest Management Coordinator.

## **XI. LOST AND FOUND POLICY**

Each found item will be tagged, listing the item found, location found, date and time found, and by whom it was found. If an item is not claimed within seven (7) days, it will be turned over to the Park in accordance with the Park's Lost and Found Policy. When possible, the Concessioner will attempt to identify the ownership of the found item and provide this information to the Park.

## **X. COMPLAINTS**

The Park will send complaints or comments regarding concession services to the Concessioner for investigation and response in a timely manner. The Concessioner will provide a copy of the response to the Superintendent. A copy of the Park's response will be forwarded to the Concessioner.

In order to initiate valid and responsive visitor comments, the following notice will be prominently posted at all Concessioner cash registers and payment areas:

This service is operated by Strata Medical, LLC, a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations satisfactorily. The reasonableness of prices is based on comparability.

Please address comments to:

Superintendent  
Glen Canyon National Recreation Area  
P.O. Box 1507  
Page, Arizona 86040-1507  
(928) 608-6200

## **XI. ADVERTISEMENTS/PUBLIC INFORMATION**

All promotional material, such as brochures, flyers, radio, television, and Internet must be approved by the Superintendent prior to distribution. Advertisements must include a statement that the Concessioner is authorized by the National Park Service, Department of the Interior, to serve the public in Glen Canyon National Recreation Area. All advertising should be submitted

to the Superintendent for review at least 30 days prior to projected need/printing dates. The Superintendent will make every effort to respond to minor changes to brochure text within 45 days

Advertisements for employment must contain a statement that the company is an equal opportunity employer.

The Concessioner, in its advertisements, signs, statements, brochures, letterhead, and like materials, both oral and written, must not misrepresent in any way either the services provided or status of its Contract. The Concessioner will not use advertising that attempts to portray it as an agent of the Park or to use the Park symbols, seals, or other items of identity.

## **XII. PROTECTION AND SECURITY**

### **A. VISITOR PROTECTION**

Visitor protection will be provided by the Park.

### **B. FIRE PROTECTION**

Fire protection will be provided by the Park.

### **C. EMERGENCY MEDICAL CARE**

The Park is responsible for emergency medical care. Any injury sustained by a visitor or employee in Concession Facilities and/or all medical emergencies should be reported promptly to the Park Dispatcher. All visitor and/or employee illness complaints will be promptly reported to the Park through the appropriate District Ranger so that thorough investigating procedures can be completed as necessary.

### **D. INCIDENT REPORTS**

The Concessioner will immediately report to Park Dispatcher property damage over \$300; any wildfire; all boat and motor vehicle accidents within the Park; any incident that affects the Park's natural and/or cultural resources; and any known or suspected violations of law.

## **XIII. SMOKING IN PUBLIC BUILDINGS**

Concession Facilities will be no smoking facilities. Concession Facilities must comply with National Park Service policy and Department of the Interior guidelines relative to the Park. The Concessioner will post notices in all public buildings as necessary.

NATIONAL PARK SERVICE

By:   
Director, Intermountain Region

Date: 5/12/95

**EXHIBIT B****NONDISCRIMINATION****Section I: Requirements Relating to Employment and Service to the Public****A. Employment**

During the performance of this Contract the Concessioner agrees as follows:

- (1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.
- (2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.
- (3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.
- (5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

## **B. Construction, Repair, and Similar Contracts**

The preceding provisions A(1) through A(8) governing performance of work under this Contract, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this CONTRACT, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this Contract, and for that purpose the term "CONTRACT" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

## **C. Facilities**

- (1) Definitions: As used herein:
- (a) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;
  - (b) Facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.
- (2) The Concessioner is prohibited from:
- (a) Publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition;
  - (b) Discriminating by segregation or other means against any person.

## **Section II: Accessibility**

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

### **A. Discrimination Prohibited**

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

- (1) Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
- (2) Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
- (3) Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
- (4) Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
- (5) Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- (6) Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
- (7) Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

### **B. Existing Facilities**

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

**EXHIBIT C****ASSIGNED LAND AND REAL PROPERTY IMPROVEMENTS  
(CONCESSION FACILITIES)****LAND ASSIGNED**

Land is assigned in accordance with the boundaries shown on the following map[s]:

**REAL PROPERTY IMPROVEMENTS ASSIGNED**

The following real property improvements are assigned to the Concessioner for use in conducting its operations under this Contract:

Building Number	Description
-----------------	-------------

Approximately 1,466 square feet of the government-owned Bullfrog Visitor Center for the Medical Clinic comprised of three examination rooms, waiting room, observation room, lab, medication room, bathroom, and linen room as shown on Attachment C-1. The Clinic is accessed by reception area and emergency doors.

Residence for employee housing. The house will include a living room, dining room, full kitchen, and laundry.

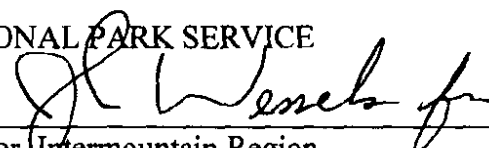
**BUILDING REPLACEMENT COST FOR INSURANCE PURPOSES**

Building Number	Description	Insurance Replacement Value
	Medical Clinic located in Bullfrog Visitor Center	\$171,000

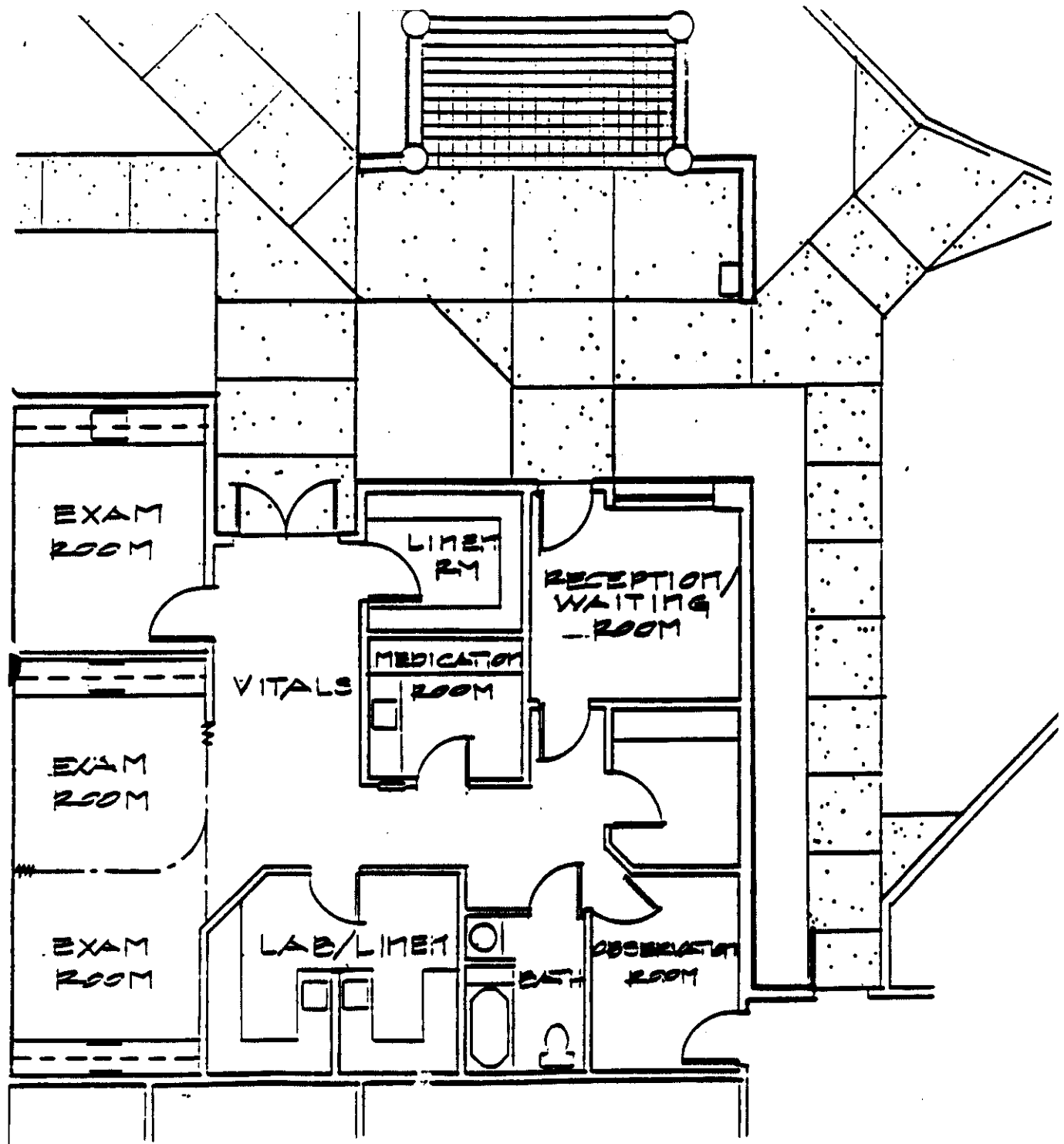
Concessioner must carry renters insurance coverage on residence in employee housing, amount of coverage will be determined at the time the housing agreement is signed.

Estimates as of February 23, 2005. Effective until superseded. (This Exhibit will be revised as appropriate, if there is a substantial increase in value.) Values are for the sole purpose of assuring property insurance coverage and shall not be construed as having application for any other purpose.

NATIONAL PARK SERVICE

By:   
Director, Intermountain Region

Date: 5/12/05

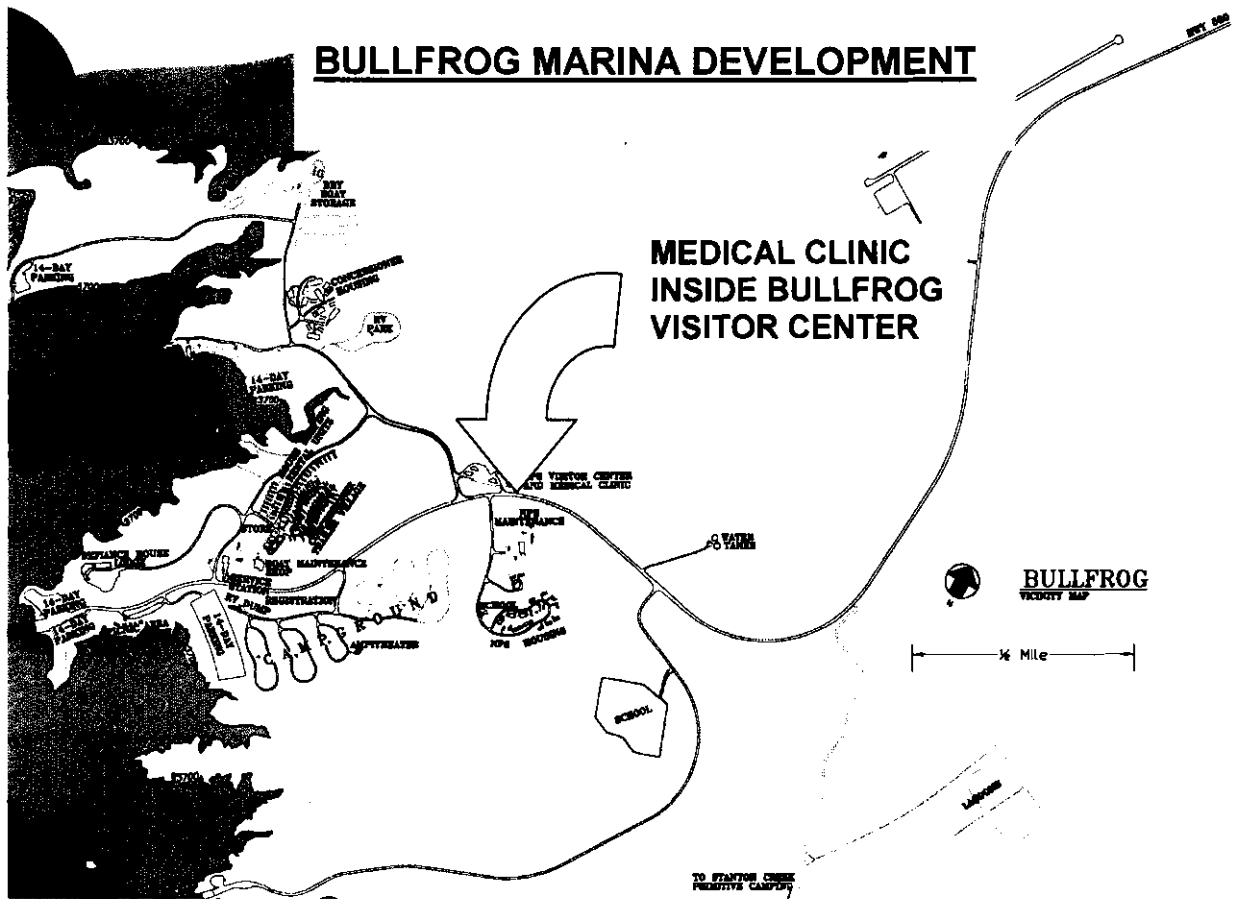
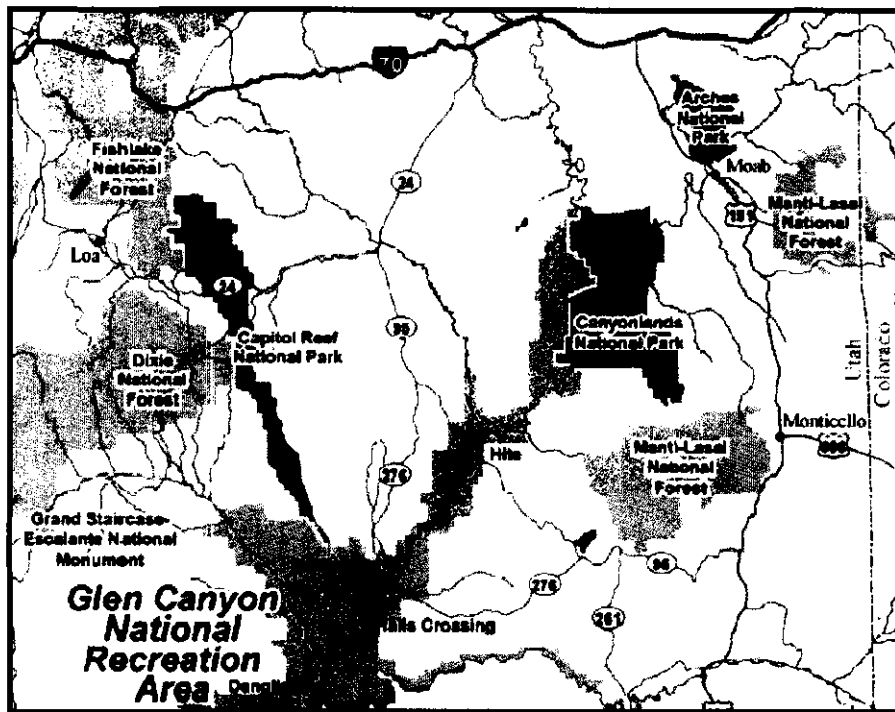


## BULLFROG MEDICAL CLINIC

Glen Canyon NRA

Graphic Not to Scale  
Floor Area: 1,465.5 SF

**ATTACHMENT C-1**  
(ASSIGNED TO CONCESSIONER)



**ATTACHMENT C-2**  
**LOCATION MAPS**  
**Not To Scale**



**EXHIBIT D**

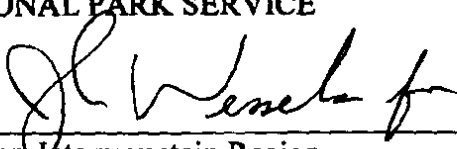
**ASSIGNED GOVERNMENT PERSONAL PROPERTY**

Government personal property is assigned to the Concessioner for the purposes of this Contract as follows:

Property Number	Description of Item
-----------------	---------------------

None	
------	--

NATIONAL PARK SERVICE

By:   
Director, Intermountain Region

Date: 5/12/05

**EXHIBIT E****MAINTENANCE PLAN****Glen Canyon National Recreation Area  
Bullfrog Medical Clinic****TABLE OF CONTENTS**

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## **I. INTRODUCTION**

This Maintenance Plan between Strata Medical, LLC (hereinafter referred to as the "Concessioner") and Glen Canyon National Recreation Area, National Park Service (hereinafter referred to as the "Park") will serve as a supplement to Concession Contract No. CC-GLCA021-05, (hereinafter referred to as the "Contract"). It describes specific maintenance responsibilities of the Concessioner and the Park with regard to those lands and Concession Facilities within Glen Canyon National Recreation Area that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent of Glen Canyon National Recreation Area in consultation with the Concessioner and revised as determined necessary by the Superintendent.

Any revision will be consistent with the main body of this Contract. Any revision must be reasonable and in furtherance of the purposes of the Contract.

## **II. TERMS USED IN THIS AGREEMENT**

"Applicable Laws": Defined in the Contract.

"Concession Facilities": Defined in the Contract. Any change in Concession Facilities use resulting from building modification, construction, or other activity will result in an immediate corresponding change in Exhibit C, Assigned Land, Real Property Improvements to the Contract. The Concessioner has specific responsibilities, defined below, regarding the condition of Concession Facilities.

"Exterior": Exterior refers to structures, the foundations, exterior walls and surfaces, roofs, and other structural attachments. This includes all the equipment, walkways, trails, parking lots, and other Concession Facilities, as well as, the lands, landscapes, and utilities within the Concession Facilities.

"Interior": Interior refers to the area of structures inside the external walls and under the roof, including doors and window frames. This also includes all equipment, appurtenances, improvements, and utility systems, which penetrate the walls, roof, or foundation.

"Maintenance": The preservation and upkeep of Concession Facilities or personal property in as nearly as is practicable to the originally constructed condition or it's subsequently improved condition. Maintenance includes operational cyclic repair and rehabilitation work to provide a safe, sanitary, and aesthetically pleasing environment for Park visitors and employees.

"Operations": Operations refers to all aspects of activity by the Concessioner authorized under the Contract. Operations include all services provided to the public and all non-public actions necessary to support those authorized services.

"Repair": Repair is defined as the act of correcting an unsatisfactory physical condition. Replacement is an aspect of repair and may be a necessary and/or an economically sound approach to repairs. Repair is an aspect of maintenance, and the objective of repair is the same as the objective of the general act of maintenance as defined above.

### **III. MAINTENANCE STANDARDS FOR CONCESSION FACILITIES**

The intent of this Maintenance Plan is to ensure that an acceptable standard of Concession Facilities maintenance is adequately defined and fully achieved. Both the Concessioner and the Park have specific responsibilities as outlined in the Contract and this document.

The National Park Service Concession Review program provides general direction, expectations, and standards on all aspects of concession operations.

### **IV. ANNUAL INSPECTIONS**

The Park and Concessioner will conduct an annual joint inspection/review of Concession Facilities and equipment at the end of the operating season.

Based upon the annual review, deficiencies noted on periodic evaluations (see Operating Plan), and needs identified by concession staff, the Concessioner will prepare a list of maintenance needs and an annual maintenance program proposal to submit for Park approval by the start of each operating season. This program will list specific projects and the manner by which the Concessioner intends to execute its maintenance responsibilities during the following year.

### **V. CONCESSIONER'S RESPONSIBILITIES**

The following sections identify the responsibilities of the Concessioner.

#### **A. CONCESSION FACILITIES**

The Concessioner will be responsible for the repair, maintenance or replacement of all medical equipment, fixtures, furniture, appliances, and utensils.

The Concessioner will be responsible for the repair, maintenance or replace all housekeeping furniture, fixtures, and equipment.

The Concessioner will provide all cleaning supplies, lamp bulb replacement, and cleaning services for the medical clinic to assure a neat and clean appearance.

The Concessioner will provide window cleaning (inside and out) to maintain a clean appearance.

#### **B. SIGNS**

The Concessioner will install, maintain, and replace all interior and exterior door signs relating to its operations and services within Concession Facilities. Examples include identifying location of facilities, operating services and hours, and the Concessioner's rules or policies. The Concessioner will ensure its signs are compatible with Park sign standards. Sign size, style,

color, content, and location will be submitted for Park approval prior to installation.

The Park may install signs within Concession Facilities.

### **C. LITTER AND GARBAGE**

The Concessioner will provide adequate Park approved trash and garbage containers within Concession Facilities as specified within Attachment C-1. These containers will be maintained in a serviceable condition and the site free of spills, waste, and litter. The Concessioner will carry the trash to Park dumpsters at government-owned facilities. The Concessioner will properly dispose, at an approved location outside of the Park, all medical wastes generated as a result of Concessioner directed medical services.

### **D. INTEGRATED PEST MANAGEMENT**

The use of pesticides will only be used with the written approval of the Park.

## **VI. PARK RESPONSIBILITIES**

The Park will interface with the Concessioner's maintenance program by executing the following responsibilities:

### **A. CONCESSION FACILITIES**

The Park will be responsible for exterior and interior maintenance, as herein defined, except as noted in Section V.A., Concession Facilities. To initiate maintenance or repair work, the Concessioner will complete a Work Order Request and submit it to the Uplake Concessions Specialist or Uplake Maintenance Mechanic Supervisor.

The Park will maintain in a serviceable condition all fire detection and suppression devices, including fire extinguishers.

### **B. SIGNS**

The Park will install, maintain, and replace all regulatory signs that serve the interest of the Park. The Park will provide direction and assistance to the Concessioner during the design and installation of all approved signing.

### **C. LITTER AND GARBAGE**

The Park will collect all litter and garbage at the site of the dumpsters, except Concessioner medical wastes. The Park will properly dispose of medical wastes as a result of Park conducted medical services.

The Park will clean the medical clinic, as a result of any Park medical activities, when the medical clinic is closed after regular operating hours and during the off season.

**D. UTILITIES**

1. Electrical: The Park will repair, maintain or replace the electrical system, including electrical lines, conduit, and fuses as a result of acts of nature and normal wear and tear.
2. Water: The Park will repair, maintain or replace the water system, including plumbing lines and equipment as a result of acts of nature and normal wear and tear. The Park will provide bacteriological monitoring and chemical analysis of potable water as required by Applicable Laws.
3. Sewage: The Park will repair, maintain or replace the sewer system, including sewer lines and equipment as a result of acts of nature and normal wear and tear.
4. The Park will repair, maintain or replace core locks for all doors within the clinic area.

NATIONAL PARK SERVICE

By: 

Director, Intermountain Region

Date: 5/12/05

**EXHIBIT F****INSURANCE REQUIREMENTS****I. INSURANCE REQUIREMENTS**

The Concessioner shall obtain and maintain during the entire term of this Contract, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the Contract.

All insurance coverage provided for the benefit of, or evidenced to the National Park Service (NPS) is not to be impaired by any act of the Concessioner, its agents, servants or employees. The Concessioner shall ensure that the NPS shall, solely for its benefit, be provided an unconditional 30 day advance notice of cancellation, non-renewal or material change in coverage or policy terms for all coverage issues.

The amounts of insurance, limits of liability, and coverage terms indicated are not intended as a limitation of the Concessioner's responsibility or liability under the agreement, but rather an indication as to the minimum type(s), amount(s), and scope of insurance that the NPS considers necessary to allow the operation of the concession at the Park. Nevertheless, if the Concessioner purchases insurance in addition to the limits illustrated herein, the NPS is to receive benefit of the additional amounts of insurance without additional cost to the NPS.

From time to time, as conditions in the insurance industry warrant, the Director may modify this Exhibit, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

**II. LIABILITY INSURANCE**

The following Liability Coverages are to be maintained at a minimum, all of which, unless noted herein, are to be written on an occurrence form of coverage.

**A. Commercial General Liability**

1. Coverage will be provided for bodily injury, property damage, contractual liability, personal or advertising injury liability (including contractual liability arising out of personal injury and advertising injury liability) and products/completed operations liability insurance protection.

**Bodily Injury and Property Damage Limit**

General Aggregate	\$600,000
Products & Completed Operations Aggregate	\$300,000
Per Occurrence	\$300,000
Personal Injury & Advertising Injury Liability	\$300,000

Medical Payments	\$ 5,000
Fire Damage Legal Liability "per fire"	\$171,000
Malpractice Coverage	\$1,000,000

**2. The liability coverages may not contain the following exclusions/limitations:**

- a. Athletic or Sports Participants
  - b. Products/Completed Operations
  - c. Personal Injury or Advertising Injury exclusion or limitation
  - d. Contractual Liability limitation
  - e. Explosion, Collapse and Underground Property Damage exclusion
  - f. Total Pollution exclusion
  - g. Watercraft limitations affecting the use of watercraft in the course of the Concessioner's operations (unless separate Watercraft coverage is maintained)
3. Pollution liability insurance coverage must be included for damages resulting from smoke, fumes, vapor or soot, or other contaminants from a hostile fire.
4. If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location, or, at least, separately to the appropriate NPS location(s).

**B. Automobile Liability**

Coverage will be provided for bodily injury or property damage arising out of the ownership, maintenance or use of "any auto," Symbol 1. (Where there are no owned autos, coverage applicable to "hired" and "non-owned" autos, "Symbols 8 & 9," shall be maintained.)

**Bodily Injury and Property Damage (combined): \$ N/A**

**C. Excess Liability or Excess "Umbrella" Liability**

**Bodily Injury/Personal Injury & Property Damage Combined:**

As an option, the Concessioner may purchase an excess liability/umbrella insurance policy to satisfy the required limits of liability under the Concessioner. If this approach is used the umbrella/excess policy form must comply with the following requirements:

1. The limit of liability or sub-limit of liability can be no less than the limit of liability required for each coverage part under this exhibit.
2. The inception dates of the underlying policies and the excess policy must be identical. A copy of the excess or umbrella policy's schedule of underlying insurance must be included as part of the Certificate of Insurance submitted to the NPS.



3. The coverage provided by the policy shall be at least as broad as that provided by the underlying insurance policies outlined on the schedule of underlying insurance.

4. If the limits of liability afforded by the excess or umbrella policy result in limits of liability greater than the limits required within the individual sections hereunder, then the greater limit shall be available to the NPS.

**D. Care, Custody and Control--Legal Liability (Describe Specific Coverage)**

Coverage shall be provided for damage to property in the care, custody or control of the Concessioner.

Any One Loss \$ N/A

**E. Environmental Impairment Liability**

Coverage will be provided for bodily injury, personal injury or property damage arising out of pollutants or contaminants (on site and/or offsite).

Each Occurrence or Each Claim Limit	\$300,000
Aggregate Limit	\$600,000

**F. Special Provisions for Use of Aggregate Policies**

If at any time the aggregate limit of any required policy is (or if it appears that it will be) reduced or exhausted, the Concessioner may be required to reinstate such limit or purchase additional coverage limits. The General Aggregate under the Commercial General Liability policy must apply on a "per location" basis. The Certificate of Insurance required herein will note compliance with this aggregate provision.

**G. Self-Insured Retentions**

Self-insured retentions on any of the above described Liability insurance policies (other than Excess "Umbrella" Liability, if maintained) may not exceed \$5,000 without prior approval of the Director.

**H. Workers Compensation & Employers' Liability**

Coverage will comply with the statutory requirements of the state(s) in which the Concessioner operates. The states of concession operations must be specifically included for coverage under the policy.

**III. PROPERTY INSURANCE**

**A. Building(s) and/or Contents Coverage**

1. Insurance shall cover buildings, structures, improvements and betterments and/or contents for all Concession Facilities, as more specifically described in Exhibit C of this Contract.
2. Coverage shall apply on an "All Risks" or "Special Coverage" basis.
3. The policy shall provide for loss recovery on a Replacement Cost basis.
4. The amount of insurance should represent no less than 90% of the Replacement Cost value of the insured property.
5. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
6. Coverage is to be provided on a blanket basis.
7. The Vacancy restriction, if any, must be eliminated for property that will be vacant beyond any vacancy time period specified in the policy.
8. Flood Coverage shall be maintained at the maximum limit available not to exceed 100% replacement value (without deduction for physical depreciation).
9. Earthquake Coverage shall be maintained at the maximum limit available not to exceed 100% replacement value (without deduction for physical depreciation).
10. Ordinance or Law, demolition and increased cost of construction Coverage shall be maintained with a limit of not less than the building replacement value (without deduction for physical depreciation) listed in Exhibit C.

**B. Boiler & Machinery Coverage**

1. Insurance shall apply to all pressure objects within Concession Facilities.
  2. The policy shall provide for loss recovery on a Replacement Cost basis.
  3. The amount of insurance should represent no less than 75% of the Replacement Cost value of the insured property.
  4. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
  5. Coverage is to be provided on a blanket basis.
  6. If insurance is written with a different insurer than the Building(s) and Contents insurance, both the Property and Boiler insurance policies must be endorsed with a joint loss agreement.
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7. Ordinance or Law, demolition and increased cost of construction Coverage shall be maintained with a limit of not less than the building replacement costs listed in Exhibit C.

**C. Builders Risk Coverage (Only required for new construction or major renovations)**

1. Insurance shall cover new buildings or structures under construction at the Concession Facilities, and include coverage for property that has or will become a part of the project while such property is at the project site, at temporary off-site storage and while in transit. Coverage should also apply to temporary structures such as scaffolding and construction forms.

2. Coverage shall apply on an "All Risks" or "Special Coverage" basis.

3. The policy shall provide for loss recovery on a Replacement Cost basis.

4. The amount of insurance should represent no less than 90% of the Replacement Cost value of the insured property.

5. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.

6. Any occupancy restriction must be eliminated.

7. Any collapse exclusion must be eliminated.

8. Any exclusion for loss caused by faulty workmanship must be eliminated.

9. Flood Coverage must be maintained at the maximum limit available not to exceed the replacement value (without deduction for physical depreciation).

10. Earthquake Coverage must be maintained at the maximum limit available not to exceed the replacement value (without deduction for physical depreciation).

**D. Business Interruption and/or Expense**

1. Business Interruption insurance, if maintained by the Concessioner, should cover the loss of income and continuation of fixed expenses in the event of damage to or loss of Concession Facilities. Extra Expense insurance shall cover the extra expenses above normal operating expenses to continue operations in the event of damage or loss to covered property.

**E. Deductibles**

Property Insurance coverages described above may be subject to deductibles as follows:

1. Direct Damage deductibles shall not exceed the lesser of 10% of the amount of insurance or \$25,000 (except Flood & Earthquake coverage may be subject to deductibles not exceeding \$50,000).
2. Extra Expense deductibles (when coverage is not combined with Business Interruption) shall not exceed \$25,000.

#### **F. Required Clauses**

1. Loss Payable Clause:

A loss payable clause similar to the following must be added to Buildings and/or Contents, Boiler and Machinery, and Builders Risk policies:

"In accordance with Concession Contract No. CC-GLCA021-05, between the United States of America and the Concessioner payment of insurance proceeds resulting from damage or loss of structures insured under this policy is to be disbursed directly to the Concessioner without requiring endorsement by the United States of America."

#### **IV. CONSTRUCTION PROJECT INSURANCE**

Concessioners entering into contracts with outside contractors for various construction projects, including major renovation projects, rehabilitation projects, additions or new buildings/facilities will be responsible to ensure that all contractors retained for such work maintain an insurance program that adequately covers the construction project.

The insurance maintained by the construction and construction-related contractors shall comply with the insurance requirements stated herein (for Commercial General Liability, Automobile Liability, Workers' Compensation and, if professional services are involved, Professional Liability). Where appropriate, the interests of the Concessioner and the United States shall be covered in the same fashion as required in the Commercial Operator Insurance Requirements. The amounts/limits of the required coverages shall be determined in consultation with the Director taking into consideration the scope and size of the project.

#### **V. INSURANCE COMPANY MINIMUM STANDARDS**

All insurance companies providing the above described insurance coverages must meet the minimum standards set forth below:

1. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition).

2. All insurers for all coverages must have a Best's Financial Size Category of at least VIII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
3. All insurers must be admitted (licensed) or approved in the state in which the Concessioner is domiciled.

## **VI. CERTIFICATES OF INSURANCE**

All Certificates of Insurance required by this Contract shall be completed in sufficient detail to allow easy identification of the coverages, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number ("AMB#"). The name, address and telephone number of the issuing insurance agent or broker must be clearly shown on the Certificate of Insurance as well.

Due to the space limitations of most standard Certificates of Insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing Certificates of Insurance, the Concessioner, upon written request of the Director, shall provide the Director with a complete copy of any of the insurance policies (or endorsements thereto) required herein to be maintained by the Concessioner.

## **VII. STATUTORY LIMITS**

In the event that a statutorily required limit exceeds a limit required herein, the higher statutorily required limit shall be considered the minimum to be maintained. In the event that the statutorily required limit is less than the limits required herein, the limits required herein shall prevail.

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## EXHIBIT G

### TRANSITION TO A NEW CONCESSIONER

#### Section 1. In General

The Director and the Concessioner hereby agree that, in the event of the expiration or termination of this Contract for any reason (hereinafter "Termination" for purposes of this Exhibit) and the Concessioner is not to continue the operations authorized under this Contract after the Termination Date, the Director and the Concessioner in good faith will fully cooperate with one another and with the new Concessioner or Concessioners selected by the Director to continue such operations ("new Concessioner" for purposes of this Exhibit), to achieve an orderly transition of operations in order to avoid disruption of services to Park visitors and minimize transition expenses.

#### Section 2. Cooperation Prior to the Termination Date

At such time as the Director may notify the Concessioner that it will not continue its operations upon the Termination of this Contract, the Concessioner shall, notwithstanding such notification:

(a) **Continue Operations.** Continue to provide visitor services and otherwise comply with the terms of the Contract in the ordinary course of business and endeavor to meet the same standards of service and quality that were being provided previously, and with a view to maintaining customer satisfaction.

(b) **Designating a Point of Contact and Other Actions.** Cooperate with the Director and the new Concessioner to ensure the smooth transition of operations by: (1) designating one of the Concessioner's executives as the point of contact for communications between the Concessioner and the new Concessioner; (2) providing the Director and the new Concessioner with access to any assigned Real Property Improvements, including "back-of-house areas" and including copies of the keys to assigned Real Property Improvements; (3) providing the Director and the new Concessioner with full access to the books and records, licenses and all other materials pertaining to any assigned Real Property Improvements and the Concessioner's operations in general; (4) providing the Director and the new Concessioner with copies of all maintenance agreements, equipment leases (including short-wave radio) service contracts and supply contracts, including contracts for on-order merchandise (collectively, "contracts"), and copies of other licenses and permits (collectively, "licenses"); (5) allowing the new Concessioner to solicit and interview for employment all of the Concessioner's salaried and hourly employees, including seasonal employees through a coordinated process implemented by the Concessioner; and (6) not entering into any contracts or agreements that would be binding on any assigned Real Property Improvements or operations in general after the Termination Date without the prior written agreement of the new Concessioner.

(c) **Financial Reports.** Within 30 days after receipt of the notification of the selection of the new Concessioner, provide the new Concessioner with a financial report with respect to the operation of any assigned Real Property Improvements and the Concessioner's operations in

general as of the last day of the month prior to receipt of such notification. Thereafter, the Concessioner shall update such financial report on a periodic basis (but no less frequently than thirty (30) days) until the Termination Date. Such financial report shall include, at a minimum, (1) a balance sheet for the Concessioner's assigned Real Property Improvements, if any; (2) a schedule of pending accounts payable; and (3) a schedule of pending accounts receivable.

**(d) Inventory.** Provide the new Concessioner with a complete, detailed, and well-organized list of physical inventory, supplies, and other personal property owned or leased by the Concessioner in connection with its operations under the Contract (including a list of such items that are on-order). The list shall be provided to the new Concessioner within thirty (30) days following receipt of the notification of the selection of the new Concessioner, shall be updated monthly thereafter, and shall designate those items that the Concessioner believes are essential to maintaining the continuity of operations or the special character of its operations. The Concessioner shall assist the new Concessioner in reviewing and validating the list.

**(e) Sale of Inventory and Other Personal Property.** In addition to inventory that may be sold to the new Concessioner in accordance with Section 15(d)(3), the Concessioner, upon the request of the new Concessioner, shall sell to the new Concessioner at book value such other property listed on the inventory described above as the new Concessioner may request.

**(f) Other Information and Reports.** Provide the new Concessioner with all other information and reports as would be helpful in facilitating the transition, including, without limitation, a list of maintenance records for the Concessioner's operations for the period of one year prior to notification of the selection of the new Concessioner, and complete information with respect to: (1) utilities, including gas and electric; (2) telephone service; (3) water service; and, (4) specific opening and closing procedures. Such information shall be provided within thirty (30) days after receipt of notification of the selection of the new Concessioner, and shall be updated periodically (but no less frequently than thirty (30) days) until the Termination Date.

**(g) Other Cooperation.** Provide the Director and the new Concessioner with such other cooperation as may be reasonably requested.

### **Section 3. Cooperation Upon the Termination Date**

Upon the Termination Date, the Concessioner shall:

**(a) Transfer of Contracts and Licenses.** Cooperate with the transfer or assignment of all contracts and licenses entered into by the Concessioner that the new Concessioner elects to assume.

**(b) Fees and Payments.** Within ten (10) days after the Termination Date, the Concessioner shall provide the Director with an itemized statement of all fees and payments due to the Director under the terms of the Contract as of the Termination Date, including, without limitation, all deferred, accrued and unpaid fees and charges. The Concessioner shall, within ten (10) days of its delivery to the Director of this itemized statement, pay such fees and payments to the Director. The Concessioner and the Director acknowledge that adjustments may be required because of information that was not available at the time of the statement.

**(c) Access to Records.** Notwithstanding any other provision of this Contract to the contrary, upon the Termination Date, the Concessioner shall make available to the Director for the Director's collection, retention and use, copies of all books, records, licenses, permits and other information in the Concessioner's possession or control that in the opinion of the Director, are related to or necessary for orderly and continued operations of the related facilities and services.

**(d) Removal of Marks.** Concessioner shall within thirty (30) days after Termination, remove (with no compensation to Concessioner) all items of inventory and supplies as may be marked with any trade name or trademark belonging to the Concessioner.

**(e) Other Cooperation.** Provide the Director and the new Concessioner with such other cooperation as may be reasonably requested.